

Appl. No. : 09/669,805
Filed : September 26, 2000

REMARKS

Reconsideration and allowance of the above-referenced application respectfully requested

Initially, the Examiner is thanked the careful consideration set forth in the advisory action. Based on the comments in the advisory action, and the previously-submitted rejections, the following claims amendments are submitted.

Initially, claim 1 is canceled herewith in order to obviate the issues herein.

Claims 2 and 25 stand rejected under 35 U.S.C. 102(b) as allegedly being anticipated by Odom. The advisory action makes the point that other information besides increments are stored but not viewable. This point is well taken, and in response, claim 2 is amended to limit that secret information to "an amount which will be required to overcome any current bids" It is respectfully suggested that nothing in Odom teaches or suggests storing that "secret" amount which will be required to overcome the current bid on the item, AND maintaining that secret amount in a way that cannot be viewed by a local user at the second computer. This system allows, therefore, placing a bid that is high enough to overcome all the secret bids out there – whatever they are.

This should obviate the interpretation taken of this claim, and render this claim patentable over Odom. Claim 25 has been amended in a similar way and should be allowable for similar reasons.

To reiterate the above, Claim 2 specifies a first computer that hosts the auction and a second computer that allows placing the bids. An important issue of claim 2 is that an amount is stored on the second computer about an amount that will be required

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to overcome any current bid, but that information can not be viewed by or viewed by a user of the second computer. This does allow, however, local determination of whether the entered bid is higher than a current bid amount. The rejection states that some secret information must be stored by Odom. However, Odom does not teach storing the amount which will be required to overcome the current bids, but not allowing that amount to be viewed by the user.

As previously established, the bid increment would clearly be disclosed to the user in Odom. Column 6 lines 31-32 describe that the client is "provided with the current highest bid for the item..."; and that the bid must meet certain criteria. It makes no sense to think that the bid increment would not be disclosed to the user at the client. Internet auctions of today, such as eBay, use this same system; e.g. that the current bid is stored at the client, along with the predetermined increment. However, that predetermined increment is certainly viewable at the client, or in the words of claim 2, at the second computer.

Nowhere is there any teaching or suggestion in Odom that the information about the amount that is necessary to overcome any current bid cannot be viewed by a user at the second computer. The recitation that the system has rules that allow only predetermined increments is certainly an indication that certain bids will not be accepted. However, it simply makes no sense to think that bid increment and other such information would not be disclosed to the user. It simply defies logic to think that useful information, such as the predetermined increment would be kept secret from the bidder. Certainly, there is no actual teaching of this in Odom.

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Claim 2, in contrast, is usable in the situation where there actually is secret information, that you would not want to disclose to the user. While claim 2 does not define this secret information, it certainly defines that the information is not viewable at the second computer.

Once again, it makes no sense to think that Odom would prevent the bidding increment from being viewable. It simply defies logic, and nothing in Odom teaches or suggests that this is not viewable. Therefore, claim 2 should be allowable for these reasons.

Claim 25 has been amended in similar ways, and should be similarly allowable. Specifically, Odom expressly teaches that the user is told the maximum bid, rather than it being kept secret. See for example, column 6 lines 29-30, stating that the client may be provided "with the current highest bid for the item". Clearly, there is no teaching or suggestion of keeping the maximum bid secret.

Claim 25 also defines displaying an icon which allows the bid to be made which is high enough to exceed the current maximum bid, without contacting the server computer. Again, as discussed above, this is in no way taught or suggested by the cited prior art.

It appears that the rejection also intends to reject claims 26 and 28 in view of Odom. Each of these claims should be allowable for reasons discussed above, as well as on their own merits.

Claims 5, 27 and 28 stand rejected as being unpatentable over Odom in view of Ausubel. The comments regarding claim 5 are well taken, and claim 5 has been

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amended to specify that the time refers to time of day and date. This should obviate the rejection based on breadth of claim scope.

In this portion of the rejection, it is admitted that Odom does not teach keeping the amounts of the bid secret. The rejection states that Ausubel includes an agent which keeps the amounts of the bid secret until the time that is specified. The rejection draws attention to the summary, which simply refers to the auctioneer. Ausubel does describe something called an English auction; in which the system does not reveal the user's maximum bid, but only the bid necessary to win the auction. Nowhere, however, is this bid amount kept secret until "a time specified by the bid" as required by claim 25. Rather, in the English auction model and specifically as defined by Ausubel, the bid amount is not revealed until it is made necessary by the amounts of other bids, not by "a time specified by the bid. Admittedly column 2 describes bidding rules, but never describes that a maximum bid is released at a specified time of day and date.

Moreover, as described above, nothing in Odom teaches anything about storing information on the second computer about bids which information is not viewable on that second computer. Therefore, claim 25 should be allowable for that reason.

Claims 7, 23 and 24 stand rejected over Odom in view of Alaia. The rejection uses the basic system of Odom along with the system described in Alaia's column 20-23. However, while Alaia does in fact teach a two-part auction, it is a very different kind of auction. Alaia teaches pre-bids to start the auction, followed by an on line auction. The pre-bids are initial "valid quotations" see column 21 line 12, with the online auction either starting using the amounts of the pre-bids, or somehow using those pre-bids to set the market rate. Nowhere is there any teaching or suggestion of the first portion of

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the auction in which users can place bids on items and a highest bid can be requested, followed by a second portion of the auction in which real-time bids can be placed and seen automatically by other participants in the auction. In fact, there is no showing in Alaia that the two auction phases could operate in this way.

While Odom teaches an interactive auction, there is quite simply no teaching of how this could be modified by Alaia to yield the limitations of the claims. The hypothetical combination of Odom in view of Alaia might provide a Odom type system with the pre-bids in the first round of Alaia and the online second round of Alaia. Quite simply, there is no teaching or suggestion of a first mode where the user can request a highest bid and a second mode where the real-time bids are seen automatically by other participants. Therefore, claim 7 should be allowable along with claims 23 and 24 which depend therefrom.

Claims 13-16 stand rejected over Ausubel in view of Hartman. As analyzed above, Ausubel teaches nothing about enabling a quick bid "whereby a user can automatically bid an amount which will win the auction with a single click". The cited portion of the specification of Ausubel teaches nothing about a one click automatic win.

One click order placing of the type described by Hartman is very different than one click auction winning, and does not provide any teaching that would enable one having ordinary skill in the art to win an auction with one click. Claim 13 has been amended to recite features which are specific to an auction, and which would not be used in a one-click order placing of the type described by Hartman, and hence should be even further allowable.

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In a one click order situation, there is an established exact price for any item. The "single click" of Hartman puts together that established price, with user information, and places the order.

A one click auction on the other hand, requires actually determining the price to use in ending the auction. Hartman teaches NOTHING about how to do that part, and nothing in Ausubel teaches how to establish that price for use in a one click "end the auction" system.

Typically, in an auction, the auctioneer is trying to find the highest possible price for the item. A "one-click" end to an auction quite simply goes against conventional auction wisdom. Rather, in conventional auctions, the end of the auction must be reached to establish that final price. One having ordinary skill in the art would not be guided to combine the single click system of Hartman with an Ausubel type auction, which teaches nothing about how to end the auction early with a price. If the combination were made, then it would add a Hartman type ability to buy an item, with a Ausubel type auction. The hypothetical combination teaches nothing about "automatically bid an amount which will win the auction with a single click" as claimed.

As described above, nothing in the cited prior art teaches anything about secret bids, and therefore claim 14 should be allowable for these reasons. As also described above, claim 15 defines times when bids are made, and again nothing teaches or suggests this feature. Claim 16 defines determining both the secret bids and nonsecret bids, which is nowhere taught or suggested by the cited prior art.

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Claim 17 should be allowable by virtue of its dependency. In any case, the general teaching provided by Woolston of an extra fee for various actions suggests nothing about the subject matter of claim 17.

Claims 18 and 29 define a single click action of sending information to a server. Nowhere is there any teaching or suggestion of this in Brown in view of Hartman. Again, the reasons why one having ordinary skill in the art would not be able to combine these references in the way postulated by the rejection have been extensively discussed above.

Claims 18, 20 and 21 should be allowable for analogous reasons; one having ordinary skill in the art would not be motivated to operatively combine a one click purchasing system with an auction system. In fact, this is quite simply the first system that has ever suggested a single click auction system. Moreover, even if the hypothetical combination was made, it would simply provide an auction system combined with the single click purchase system of Hartman, since there is no teaching or suggestion of how the single click purchase to Hartman could be applied to an auction situation.

Finally, the undersigned apologizes for the use of the improper terminal disclaimer form. A new terminal disclaimer is provided. Since the terminal disclaimer fee was previously paid, kindly accept this terminal disclaimer at this point.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons

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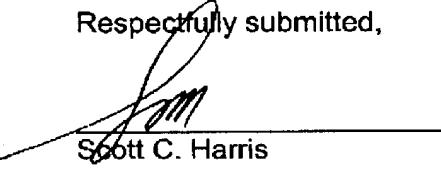
for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

For all of these reasons, it is respectfully suggested that all of the claims should be in condition for allowance. A formal notice of allowance is hence respectfully requested.

Please charge any fees due in connection with this response, including the one month extension of time, to Deposit Account No. 50-1387.

Respectfully submitted,

Date: 9/3/04


Scott C. Harris
Reg. No. 32,030

Customer No. 23844
Scott C. Harris, Esq.
P.O. Box 927649
San Diego, CA 92192
Telephone: (619) 823-7778
Facsimile: (858) 678-5082

Attachment: Terminal disclaimer